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14 Attorneys for Defendant Shake Shack Inc.

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17 AVIVA COPAKEN, on behalf of
18 herself and all others similarly situated,

19 Plaintiff,

20 vs.

21 SHAKE SHACK INC.,

22 Defendant.

Case No. 2:25-CV-01734

**DECLARATION OF MICHELLE C.
DOOLIN IN SUPPORT OF DEFENDANT
SHAKE SHACK INC.'S NOTICE OF
REMOVAL**

1 I, Michelle C. Doolin, hereby declare as follows:

2 1. I am an attorney admitted to practice law in the State of California and
3 a partner at Cooley LLP, counsel for Shake Shack, Inc. (“Shake Shack”). Except as
4 otherwise noted, I have personal knowledge of the facts herein and if called to testify,
5 could and would testify competently hereto.

6 2. I submit this declaration in support of Shake Shack’s Notice of Removal
7 filed herewith.

8 3. On December 16, 2024, Plaintiff Aviva Copaken, sued Shake Shack in
9 the Superior Court of the State of California for the County of Los Angeles (“Superior
10 Court”). The Complaint is styled *Aviva Copaken, on behalf of herself and all other*
11 *similarly situated, v. Shake Shack Inc.*, Case No. 24STCV33113. Alongside the
12 Complaint, Plaintiff filed a Civil Case Cover Sheet and the Declaration of Jeffrey D.
13 Kaliel. True and correct copies of the Complaint, the Superior Court Civil Case
14 Cover Sheet, and the Declaration of Jeffrey D. Kaliel are attached hereto as **Exhibit**
15 **1**.

16 4. That same day, the Clerk’s office for the Superior Court issued and filed
17 a Summons, Notice of Case Assignment, and Alternative Dispute Resolution Packet.
18 True and correct copies of these documents are attached as **Exhibit 2** to this
19 declaration.

20 5. On December 24, 2024, the Clerk’s office for the Superior Court filed
21 an Initial Status Conference Order, Order of Complex Case Determination, and
22 Certificate of Mailing. True and correct copies of these documents are attached as
23 **Exhibit 3** to this declaration.

24 6. On February 3, 2025, I executed and returned a Notice of
25 Acknowledgment of Receipt of Summons pursuant to § 415.30 of the California
26 Code of Civil Procedure. A true and correct copy of the Notice of Acknowledgment
27 of Receipt of Summons, as filed in the Superior Court by Plaintiff’s counsel, is
28 attached as **Exhibit 4** to this declaration.

1 **7. Exhibits 1, 2, 3, and 4** comprise all pleadings, process, and orders filed
2 in the Superior Court and served upon Shake Shack in this matter to date. A true and
3 correct copy of the Superior Court docket is attached hereto as **Exhibit 5**.

4
5
6 I declare under penalty of perjury that the foregoing is true and correct.

7
8 Dated: February 27, 2025

COOLEY LLP

9
10 By: /s/ Michelle C. Doolin
 Michelle C. Doolin

11 Attorney for Defendant
12 SHAKE SHACK INC.

EXHIBIT INDEX

DATE	DOCUMENT DESCRIPTION	EXHIBIT NO.
December 16, 2024	Superior Court Complaint; Declaration of Jeffrey D. Kaliel	1
December 16, 2024	Summons; Notice of Case Assignment; Alternative Dispute Resolution Packet	2
December 24, 2024	Initial Status Conference Order; Order of Complex Case Determination; Certificate of Mailing	3
February 3, 2025	Notice of Acknowledgment of Receipt of Summons	4
February 27, 2025	State Court Registrar of Actions	5

EXHIBIT 1

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By C. Vega, Deputy Clerk

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Counsel for Plaintiff and Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AVIVA COPAKEN, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

SHAKE SHACK INC.,

Defendant.

Case No. **24STCV33113**

CLASS ACTION COMPLAINT

Plaintiff Aviva Copaken ("Plaintiff"), individually and on behalf of all others similarly situated, brings this class action complaint against Defendant Shake Shack Inc. ("Defendant" or "Shake Shack"). Plaintiff makes the following allegations based upon, *inter alia*, the investigation made by her counsel, and based upon information and belief, except as to those allegations specifically pertaining to Plaintiff which are based on her personal knowledge and alleges the following:

PRELIMINARY STATEMENT

1 1. This is a proposed class action seeking monetary damages, restitution, and injunctive
2 and declaratory relief from Defendant Shake Shack Inc. arising from its use of deceptive fees on
3 orders through its website and app.

4 2. When consumers seek to order food delivery through Shake Shack's website and/or
5 app, Shake Shack prominently advertises pricing that is drastically altered by the time the payment
6 screen populates. On the payment screen consumers are surprised with a so-called "Courier Fee" and
7 "Service Fee" (collectively "Fees").

8 3. As discussed in detail herein, the assessment of these Fees is deceptive and unfair,
9 since, a) Shake Shack does not disclose these added Fees until the very last step in the multi-step
10 purchasing process; b) the Fees themselves are deceptively named and described; and c) for orders
11 for delivery, Shake Shack represents that the fee for delivery is just \$1.99.

12 4. The deceptive addition of the "Courier Fee" and "Service Fee" renders Shake Shack's
13 advertised pricing false.

14 5. Shake Shack misrepresents the actual costs of food and its delivery service to
15 consumers.

16 6. Shake Shack omits and conceals material facts about Shake Shack's food and delivery
17 service, never once informing consumers in any disclosure, at any time, that they will incur on all
18 orders a "Service Fee" and for delivery orders, a "Courier Fee" in addition to the Delivery Fee
19 advertised at \$1.99.

20 7. Hundreds of thousands of Shake Shack customers like Plaintiff have been assessed
21 hidden fees for which they did not bargain.

22 8. Consumers like Plaintiff reasonably understand Shake Shack's advertised price to
23 disclose the total cost they will pay for their food and to have their food delivered.

24 9. By unfairly obscuring its true costs, Shake Shack deceives consumers and gains an
25 unfair upper hand on competitors that fairly disclose their true prices and fees.

26 10. Plaintiff seeks damages and, among other remedies, injunctive relief that fairly allows
27 consumers to decide whether they will pay Shake Shack's surreptitiously added-on fees.
28

PARTIES

11. Plaintiff Aviva Copaken is a resident and a citizen of Los Angeles, California.

12. Defendant Shake Shack Inc. is an American fast casual restaurant chain headquartered in New York, New York.

JURISDICTION AND VENUE

13. This Court has jurisdiction over Defendant and the claims set forth below pursuant to Code of Civil Procedure § 410.10 and the California Constitution, Article VI § 10, because this case is a cause not given by statute to the other trial courts.

14. Plaintiff is informed and believes that the State of California has personal jurisdiction over the Defendant named in the action because Defendant is a company authorized to conduct and does conduct business in this State. Defendant is registered with the California Secretary of State to do sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market, including in the County of Los Angeles, which has caused both obligations and liability of Defendant to arise in the County of Los Angeles.

15. The amount in controversy exceeds the jurisdictional minimum of this Court.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

A. Shake Shack's Website Fails to Bind Users to Any Terms of Service

16. When a consumer selects an item for purchase on the Shake Shack website, she then enters into a multi-step purchasing process in which she is shown screens that, in order: 1) show her shopping cart reflecting a subtotal; 2) require entry of contact information; and (3) require entry of payment information.

17. During the multi-step process, users are never provided with Shake Shack's terms of service; are never required to view such terms of service; and are never required to affirmatively consent to terms of service.

B. Shake Shack Omits and Conceals Material Facts About the Costs of Food Delivery

18. First, because the "Service Fee" and "Courier Fee" are not disclosed until the final payment screen, Shake Shack misrepresents the cost of the food on which the consumer relies in

1 placing an order.

2 19. Further, Shake Shack represents that the “Delivery Fee” for food delivery orders
3 placed on the website or app is just \$1.99 – but this is false since it surreptitiously tacks on an
4 additional delivery fee described as the “Courier Fee.”

5 20. By assessing “Service Fees” to all food orders placed on Shake Shack’s app or website,
6 the advertised price for any specific food item is false.

7 21. Similarly, by assessing a “Courier Fee” on delivery orders, the \$1.99 “Delivery Fee”
8 is false and intentionally misleading because it does not even represent the true added costs of
9 delivery.

10 22. By unfairly obscuring its true fees to consumers, Shake Shack deceives consumers and
11 gains an unfair upper hand on competitors that fairly disclose their true fees. Indeed, other major fast-
12 food chains in the U.S. do not assess fees outside of those properly disclosed at the outset of a
13 consumer’s order.

14 30. In short, the disclosed item cost on Shake Shack’s website and app is not accurate.
15 The *actual* cost for food and food delivery is the listed subtotal *plus* the “Service Fee” and “Courier
16 Fee” that Shake Shack deceptively adds late in the ordering process.

17 31. Shake Shack does not inform consumers the true costs of its food and delivery service
18 and it misrepresents the price of any given food item, when in fact those costs are actually higher.

19 32. Moreover, the additional fees assessed are never reasonably disclosed to consumers
20 until it shows up as a line item in their shopping cart—after the purchase process is largely complete.
21 This process fails to provide an adequate advance warning to customers that additional fees will be
22 imposed on their purchases.

23 33. Many consumers do not notice these fees are being added to their order. Others believe
24 that they have no choice but to pay these fees. And others still notice the previously undisclosed fees
25 but decide to go through with the purchase anyway unsure of how it can be removed from their Cart
26 after it was automatically added: they have already invested substantial time and effort inputting their
27 information into the Shake Shack’s system. So, it doesn’t make sense to start over and research
28

1 whether there is a way to avoid these fees. The deceptive checkout practice has done its job and
2 diverted the sale to Shake Shack.

3 34. In any of these situations, the result is the same: a consumer who otherwise would
4 have found a way to pay without paying the fees, ends up paying the fees. Defendant profits; Plaintiff
5 and the class lose profits.

6 35. This is a classic case of “Drip pricing”. “Drip pricing” works because as research has
7 shown, “our brains tend to fix on the price we first encountered even after we learn the total cost. And
8 even when consumers learn about the hidden fees, they often pay up rather than shop around . . .
9 because they figure that ‘investing more time into searching for it will not be worthwhile.’” Santul
10 Narkar, *It’s a Great Deal, Before the ‘Drip Pricing’*, New York Times, available at
11 <https://www.nytimes.com/interactive/2024/02/23/business/what-is-drip-pricing.html> (quoting
12 Professor David Friedman of Willamette University).

13 36. By unfairly obscuring its charges to consumers, Shake Shack deceives consumers and
14 gains an unfair upper hand on competitors that fairly disclose their true charges.

15 **D. The Courier fee and Service Fee Are Junk Fees That Violate Federal Guidance**

16 37. Shake Shack’s fees are precisely the type of “Junk Fees” that has come under
17 government scrutiny in recent years:

18 Junk fees are fees that are mandatory but not transparently disclosed to consumers.
19 Consumers are lured in with the promise of a low price, but when they get to the
20 register, they discover that price was never really available. Junk fees harm consumers
21 and actively undermine competition by making it impractical for consumers to
compare prices, a linchpin of our economic system.

22 The White House, *The Price Isn’t Right: How Junk Fees Cost Consumers and Undermine*
23 *Competition*, March 5, 2024, available at [https://www.whitehouse.gov/cea/written-](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)
24 [materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)
25 [competition/#_ftnref3](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3).

26 38. As the Federal Trade Commission said recently in its effort to combat Junk Fees:

27 [M]any consumers said that sellers often do not advertise the total amount they will
28 have to pay, and disclose fees only after they are well into completing the transaction.
They also said that sellers often misrepresent or do not adequately disclose the nature

1 or purpose of certain fees, leaving consumers wondering what they are paying for or
if they are getting anything at all for the fee charged.

2 Fed. Trade Comm’n, *FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit hidden*
3 *and falsely advertised fees*, October 11, 2023, available at [https://www.ftc.gov/news-](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees)
4 [events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees).

5 39. In July of 2024, California expanded its Consumer Legal Remedies Act (“CLRA”)
6 was amended to make illegal “drip pricing,” which involves advertising a price that is less than the
7 actual price that a consumer will have to pay for a good or service. California Civil Code Section
8 1770(a)(29). Under the new California law, it is now illegal to advertise a low price for a product,
9 only for that product to be subject to additional or mandatory fees later. In other words, “the price
10 listed or advertised to the consumer must be the full price that the consumer is required to pay.” *See*
11 California Department of Justice, Office of the Attorney General, *SB 478 Frequently Asked*
12 *Questions*, available at [https://oag.ca.gov/system/files/attachments/press-](https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf)
13 [docs/SB%20478%20FAQ%20%28B%29.pdf](https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf) (last accessed July 18, 2024). As the California
14 Department of Justice stated:

15 Businesses are free to explain how they set their prices or to *subsequently* itemize the
16 charges that make up the total price that they charge customers. However, the price
17 they advertise or display must be the total price that customers will have to pay for the
18 good or service. Knowing the price of a good of service is essential to competition,
and displaying a price that is less than what the customer will actually be charged is
deceptive.

19 *Id.* at p. 4 (emphasis added).

20 40. In its 2013 publication “.com Disclosures: How to Make Effective Disclosures in
21 Digital Advertising, the FTC makes clear that when advertising and selling are combined on a
22 website, and the consumer will be completing the transaction online, the disclosures should be
23 provided before the consumer makes the decision to buy – for example, before the consumer “add[s]
24 to shopping cart.” *See* Fed. Trade Comm’n, *How to Make Effective Disclosures in Digital Advertising*
25 at ii, 14 (Mar. 2013), available at [https://www.ftc.gov/sites/default/files/attachments/press-](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf)
26 [releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf).

1 41. Defendant violates federal guidance by adding the courier fee and service fee as line
2 items well after the consumer “add[s] to shopping cart”, and by failing to disclose the nature of these
3 fees and whether consumers are getting any benefit at all from the fee charged.

4 **E. Plaintiff Copaken’s Experience**

5 42. Plaintiff Copaken used the Shake Shack app to place a food delivery order on
6 November 12, 2024.

7 43. When using the website, Plaintiff was repeatedly informed that her cart total was
8 \$21.67.

9 44. However, Plaintiff’s purchase included a \$2.17 “Service Fee” and \$3.00 “Courier Fee”
10 that—for the reasons described above—in fact represented additional food and delivery fees tacked
11 on to Plaintiff’s order.

12 45. Plaintiff would not have made the purchase if she had known that Shake Shack would
13 tack on additional fees.

14 46. If she had known the true cost of her order, she would have chosen another method or
15 merchant for ordering her food.

16 **CLASS ALLEGATIONS**

17 47. Plaintiff brings this action on behalf of herself and a Class of similarly situated
18 persons. The Class is defined as follows:

19 All consumers in California who, within the applicable statute of
20 limitations preceding the filing of this action to the date of class
21 certification, ordered food through Shakeshack.com or the Shake
22 Shack app, and were assessed so-called “Courier Fee” and/or “Service
23 Fee”.

24 48. Excluded from the Class is Defendant, any entities in which it has a controlling
25 interest, any of its parents, subsidiaries, affiliates, officers, directors, employees and members of such
26 persons’ immediate families, and the presiding judge(s) in this case, and their staff. Plaintiff reserves
27 the right to expand, limit, modify, or amend this class definition, including the addition of one or
28 more subclasses, in connection with her motion for class certification, or at any other time, based
upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

1 49. **Numerosity:** At this time, Plaintiff does not know the exact size of the Class;
2 however, due to the nature of the trade and commerce involved, Plaintiff believes that the Class
3 members are well into the thousands, and thus are so numerous that joinder of all members is
4 impractical. The number and identities of Class members is administratively feasible and can be
5 determined through appropriate discovery in the possession of the Defendant.

6 50. **Commonality:** There are questions of law or fact common to the Class, which
7 include, but are not limited to the following:

- 8 a. Whether during the class period, Defendant deceptively represented its Fees
9 for orders on Shakeshack.com and on the Shake Shack app;
- 10 b. Whether Defendant's alleged misconduct misled or had the tendency to
11 mislead consumers;
- 12 c. Whether Defendant engaged in unfair, unlawful, and/or fraudulent business
13 practices under the laws asserted;
- 14 d. Whether Defendant's alleged conduct constitutes violations of the laws
15 asserted;
- 16 e. Whether Plaintiff and members of the Class were harmed by Defendant's
17 misrepresentations;
- 18 f. Whether Plaintiff and the Class have been damaged, and if so, the proper
19 measure of damages; and
- 20 g. Whether an injunction is necessary to prevent Defendant from continuing to
21 deceptively represent the amount for orders on Shakeshack.com and on the
22 Shake Shack app.

23 51. **Typicality:** Like Plaintiff, many other consumers ordered food for delivery from
24 Shake Shack's website or mobile app, believing that the price reflected throughout the check-out
25 process represented the total Plaintiff and other consumers would pay for their order. Plaintiff's claims
26 are typical of the claims of the Class because Plaintiff and each Class member was injured by
27 Defendant's false representations about the true nature of Shake Shack's food delivery service.
28 Plaintiff and the Class have suffered the same or similar injury as a result of Defendant's false,

1 deceptive and misleading representations. Plaintiff's claims and the claims of members of the Class
2 emanate from the same legal theory, Plaintiff's claims are typical of the claims of the Class, and,
3 therefore, class treatment is appropriate.

4 52. **Adequacy of Representation:** Plaintiff is committed to pursuing this action and has
5 retained counsel competent and experienced in prosecuting and resolving consumer class actions.
6 Plaintiff will fairly and adequately represent the interests of the Class and does not have any interests
7 adverse to those of the Class.

8 53. **The Proposed Class Satisfies Prerequisites for Injunctive Relief.** Defendant has
9 acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final
10 injunctive and equitable relief with respect to the Class as a whole. Plaintiff remains interested in
11 ordering food for delivery through Shake Shack's website; there is no way for her to know when or
12 if Defendant will cease deceptively misrepresenting the cost of delivery.

13 54. Specifically, Defendant should be ordered to disclose the true costs of its food and
14 food delivery service.

15 55. Defendant's ongoing and systematic practices make declaratory relief with respect to
16 the Class appropriate.

17 56. **The Proposed Class Satisfies the Prerequisites for Damages.** The common
18 questions of law and fact enumerated above predominate over questions affecting only individual
19 members of the Class, and a class action is the superior method for fair and efficient adjudication of
20 the controversy. The likelihood that individual members of the Class will prosecute separate actions
21 is remote due to the extensive time and considerable expense necessary to conduct such litigation,
22 especially when compared to the relatively modest amount of monetary, injunctive, and equitable
23 relief at issue for each individual Class member.

24 **CAUSES OF ACTION**

25 **FIRST CLAIM FOR RELIEF**

26 **Unjust Enrichment
(On Behalf of Plaintiff and the Class)**

27 57. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if
28 fully set forth herein.

1 58. To the detriment of Plaintiff and the Class, Defendant has been, and continues to be,
2 unjustly enriched as a result of its wrongful conduct alleged herein.

3 59. Plaintiff and the Class conferred a benefit on Defendant when they paid Defendant the
4 Courier and Service Fees, which they did not agree to and could not reasonably avoid.

5 60. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits,
6 which under the circumstances, would be unjust to allow Defendant to retain.

7 61. Defendant's unjust enrichment is traceable to, and resulted directly and proximately
8 from, the conduct alleged herein.

9 62. Plaintiff and the Class, therefore, seek disgorgement of all wrongfully obtained fees
10 received by Defendant as a result of its inequitable conduct as more fully stated herein.

11 **SECOND CLAIM FOR RELIEF**
12 **Violation of California's Unfair Competition Law**
13 **(Cal. Bus. & Prof. Code § 17200, et seq.)**
(On Behalf of Plaintiff and the Class)

14 63. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if
15 fully set forth herein.

16 64. Defendant's conduct described herein violates the Unfair Competition Law ("UCL"),
17 codified at California Business and Professions Code section 17200, *et seq.*

18 65. The UCL prohibits, and provides civil remedies for, unfair competition. Its purpose is
19 to protect both consumers and competitors by promoting fair competition in commercial markets for
20 goods and services. In service of that purpose, the Legislature framed the UCL's substantive
21 provisions in broad, sweeping language.

22 66. The UCL imposes strict liability. Plaintiff need not prove that Defendant intentionally
23 or negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such
24 practices occurred.

25 67. A business act or practice is "unfair" under the UCL if it offends an established public
26 policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers,
27 and that unfairness is determined by weighing the reasons, justifications, and motives of the practice
28 against the gravity of the harm to the alleged victims.

1 68. A business act or practice is “fraudulent” under the UCL if it is likely to deceive
2 members of the public.

3 69. A business act or practice is “unlawful” under the UCL if it violates any other law or
4 regulation.

5 70. Defendant committed unfair and fraudulent business acts and practices in violation of
6 Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly misrepresenting that the
7 presence and nature of its Courier and Service fees.

8 71. Defendant’s acts and practices offend an established public policy of truthful
9 advertising and fee disclosure in the marketplace, and constitute immoral, unethical, oppressive, and
10 unscrupulous activities that are substantially injurious to consumers.

11 72. The harm to Plaintiff and the Class outweighs the utility of Defendant’s practices.
12 There were reasonably available alternatives to further Defendant’s legitimate business interests,
13 other than the misleading and deceptive conduct described herein.

14 73. Defendant’s conduct also constitutes an “unlawful” act under the UCL because it also
15 constitutes a violation of sections 1770(a)(5) and (a)(9) of the California Consumer Legal Remedies
16 Act (“CLRA”), Cal. Civ. Code section 1750, *et seq.*

17 74. Defendant’s business practices have misled Plaintiff and the proposed Class and,
18 unless enjoined, will continue to mislead them in the future.

19 75. Plaintiff relied on Defendant’s misrepresentations in making her purchase.

20 76. By falsely marketing its food and food delivery services, Defendant deceived Plaintiff
21 and Class members into making purchases they otherwise would not make.

22 77. As a direct and proximate result of Defendant’s unfair, fraudulent, and unlawful
23 practices, Plaintiff and Class members suffered and will continue to suffer actual damages.
24 Defendant’s fraudulent conduct is ongoing and presents a continuing threat to Plaintiff and Class
25 members that they will be deceived. Plaintiff desires to conduct further business with Defendant but
26 cannot rely on Defendant’s representations unless an injunction is issued.

27 78. As a result of its unfair, fraudulent, and unlawful conduct, Defendant has been unjustly
28 enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and

1 Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

2 79. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiff and the
3 members of the Class, on behalf of the general public, seek an order of this Court enjoining Defendant
4 from continuing to engage, use, or employ their unfair, unlawful, and fraudulent practices.

5 80. Plaintiff has no adequate remedy at law in part because Defendant continues to add
6 Courier and Service fees to purchases. Plaintiff therefore seeks an injunction on behalf of the general
7 public to prevent Defendant from continuing to engage in the deceptive and misleading practices
8 described herein.

9 **THIRD CLAIM FOR RELIEF**
10 **False and Misleading Advertising**
(Bus. & Prof. Code §§ 17500, et seq.)
(On Behalf of Plaintiff and the Class)

11 81. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if
12 fully set forth herein.

13 82. California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code section 17500,
14 states that "[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal
15 property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate
16 or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper
17 or other publication, or any advertising device, or by public outcry or proclamation, or in any other
18 manner or means whatever, including over the Internet, any statement . . . which is untrue or
19 misleading and which is known, or which by the exercise of reasonable care should be known, to be
20 untrue or misleading . . ."

21 83. Defendant's material misrepresentations and omissions alleged herein violate
22 Business and Professions Code section 17500.

23 84. Defendant knew or should have known that its misrepresentations and omissions were
24 false, deceptive, and misleading.

25 85. Pursuant to Business and Professions Code sections 17203 and 17500, Plaintiff and
26 the members of the Class, on behalf of the general public, seek an order of this Court enjoining
27 Defendant from continuing to engage, use, or employ their deceptive practices.

28 86. Further, Plaintiff requests an order awarding Plaintiff and Class members restitution

1 of the money wrongfully acquired by Defendant by means of said misrepresentations.

2 87. Additionally, Plaintiff and the Class members seek an order requiring Defendant to
3 pay attorneys' fees pursuant to California Civil Code section 1021.5.

4 **FOURTH CLAIM FOR RELIEF**
5 **Violation of California's Consumer Legal Remedies Act ("CLRA")**
6 **Cal. Civ. Code § 1750, *et seq.***
(On Behalf of Plaintiff and the Class)

7 88. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if
8 fully set forth herein.

9 89. This cause of action is brought pursuant to the Consumers Legal Remedies Act
10 (CLRA), California Civil Code § 1750, *et seq.* Plaintiff and each member of the proposed Class are
11 "consumers" as defined by California Civil Code § 1761(d). Defendant's food delivery services
12 offered to consumers in exchange for payment are "transactions" within the meaning of California
13 Civil Code § 1761(e). The food purchased by Plaintiff and the Class are "goods" within the meaning
14 of California Civil Code § 1761(a).

15 90. Defendant violated and continues to violate the CLRA by engaging in the following
16 practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the Class
17 which were intended to result in, and did result in, the sale of food:

- 18 a. "Misrepresenting the affiliation, connection, or association with, or
19 certification by, another" (a)(3);
- 20 b. "Representing that goods or services have . . . characteristics . . . that they do
21 not have" (a)(5);
- 22 c. "Advertising goods or services with intent not to sell them as advertised"
23 (a)(9);
- 24 d. "Representing that a transaction confers or involves rights, remedies, or
25 obligations that it does not have or involve, or that are prohibited by law"
26 (a)(14)
- 27 e. "Advertising that a product is being offered at a specific price plus a specific
28 percentage of that price unless (A) the total price is set forth in the

1 advertisement, which may include, but is not limited to, shelf tags, displays,
2 and media advertising, in a size larger than any other price in that
3 advertisement, and (B) the specific price plus a specific percentage of that price
4 represents a markup from the seller's costs or from the wholesale price of the
5 product” (a)(20); and

6 f. “Advertising, displaying, or offering a price for a good or service that does not
7 include all mandatory fees or charges” (a)(29).

8 91. Specifically, Shake Shack falsely advertised the price of any given food item on its
9 website. Shake Shack failed to inform consumers in any disclosure, at any time, that the so-called
10 “Courier Fee” and “Service Fee” would be tacked on to their purchase total at the last possible
11 opportunity.

12 92. At no time does Defendant disclose the true nature of its Courier Fee and Service Fee;
13 instead, it repeatedly conceals and misrepresents this material information at several steps of the
14 transaction process.

15 93. Pursuant to § 1782(a) of the CLRA, Plaintiff’s counsel notified Defendant in writing
16 by certified mail of the particular violations of §1770 of the CLRA and demanded that it rectify the
17 problems associated with the actions detailed above and give notice to all affected consumers of
18 Defendant’s intent to act. If Defendant fails to respond to Plaintiff’s letter or agree to rectify the
19 problems associated with the actions detailed above and give notice to all affected consumers within
20 30 days of the date of written notice, as proscribed by §1782, Plaintiff will move to amend her
21 Complaint to pursue claims for actual, punitive and statutory damages, as appropriate against
22 Defendant. As to this cause of action, at this time, Plaintiff seeks only injunctive relief.

23 94. Plaintiff also seek public injunctive relief, as described above.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff and the members of the Class seek an Order:

- 26 1. Certifying the proposed Class;
27 2. Declaring that Defendant is financially responsible for notifying the Class members of
28 the pendency of this suit;

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

KALIELGOLD PLLC

Jeffrey D. Kaliel
Sophia Goren Gold

Scott Edelsberg (SBN 330990)
EDELSBERG LAW, P.A.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey D. Kalief (238293); Sophia Goren Gold (307971) KaliefGold PLLC 490 43rd Street, No. 122, Oakland, CA 94609		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 12/16/2024 4:35 PM David W. Slayton, Executive Officer/Clerk of Court, By C. Vega, Deputy Clerk	
TELEPHONE NO.: (202) 350-4783 FAX NO.: (202) 871-8180 EMAIL ADDRESS: jkalief@kaliefpllc.com; sgold@kaliefgold.com ATTORNEY FOR (Name): Plaintiff Aviva Copaken			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: AVIVA COPAKEN v. SHAKE SHACK, INC.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24STCV33113
		JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 1-Unjust Enrichment, 2-Violation of Cal. Bus Code§ 17200; 3-False Advertising; 4-CLRA
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 16, 2024

JEFFREY D. KALIEL

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award
(*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint
(*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

To keep other people from seeing what you entered on your form, please press the Clear This Form button at the end of this form when finished.

SHORT TITLE: COPAKEN v. SHAKE SHACK, INC.	CASE NUMBER 24STCV33113
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL ⁵ ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: COPAKEN v. SHAKE SHACK, INC.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: COPAKEN v. SHAKE SHACK, INC.	CASE NUMBER
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Judicial Review (Cont'd.)

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.

Provisionally Complex
Litigation

Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.

Enforcement
of Judgment

Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
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Miscellaneous Civil
Complaints

RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.

Miscellaneous Civil Petitions

Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: COPAKEN v. SHAKE SHACK, INC.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 11663 Kiowa Avenue, Apt. 309	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90049	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: December 16, 2024


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Print This Form

To protect your privacy, please press the Clear This Form button after you have printed this form.

Clear This Form

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14 scott@edelsberglaw.com

15 *Counsel for Plaintiff and Proposed Class*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

AVIVA COPAKEN, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

SHAKE SHACK INC.,

Defendant.

Case No. **24STCV33113**

**DECLARATION OF JEFFREY D.
KALIEL RE PROPER VENUE [Cal. Civ.
Code § 1780(d)]**

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/16/2024 4:35 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By C. Vega, Deputy Clerk

DECLARATION OF JEFFREY D. KALIEL

I, Jeffrey D. Kalien, declare as follows:

1. I am an attorney at law and the founding partner of the law firm KalienGold PLLC I have personal knowledge of the matters stated herein except those matters stated on information and belief, which I believe to be true.

2. I am the attorney representing Plaintiff in the above-captioned action and submit this declaration pursuant, which is based in part on violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et. seq.* and the Consumers Legal Remedies Act, California Civil Code § 1750, *et. seq.*

3. This Class Action Complaint has been filed in the proper place for trial of this action because the named Defendant is doing business in Los Angeles County and one or more of the transactions that form the basis of this action occurred in Los Angeles County.

4. I am informed and believe that Los Angeles County is the county where Plaintiff's transaction or substantial portion thereof occurred.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 16th day of December, 2024, at Washington, D.C.



JEFFREY D. KALIEL

EXHIBIT 2

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
SHAKE SHACK INC.

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/16/2024 4:35 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By C. Vega, Deputy Clerk

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
AVIVA COPAKEN, on behalf of herself and all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

24STCV33113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jeffrey D. KalieI, KalieIGold PLLC, 490 43rd Street, No. 122, Oakland, California 94609 (202) 350-4783

DATE: 12/16/2024
(Fecha) Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) C. Vega **(Adjunto)**

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of **(specify):**
3. ☐ on behalf of **(specify):**
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other **(specify):**
4. ☐ by personal delivery on **(date):**

ID #:41

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 12/16/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>C. Vega</u> Deputy </div>
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 24STCV33113

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Laura A. Seigle	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 12/17/2024
 (Date)

By C. Vega, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a “Resource List Mediation” for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion.

They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

EXHIBIT 3

FILED
Superior Court of California
County of Los Angeles

DEC 24 2024

David W. Slayton, Executive Officer/Clerk of Court
By: R. Lindsey, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AVIVA COPAKEN, ON BEHALF OF
HERSELF AND ALL OTHERS SIMILARLY
SITUATED

Plaintiff,

vs.

SHAKE SHACK INC.

Defendant.

Case No. 24STCV33113

INITIAL STATUS CONFERENCE ORDER
(COMPLEX CASES/CLASS ACTIONS)

Dept. 17
Spring Street Courthouse
Hon. Laura A. Seigle

This Initial Status Conference Order (Complex / Class Actions) supplements a Minute Order served concurrently herewith. That Minute Order sets a date and time for the Initial Status Conference and includes other provisions which are not repeated in this Order. Counsel should review that Minute Order carefully to be fully informed of your obligations and the processes used in the Los Angeles Superior Court Complex Courtrooms.

Pending further order, the following is ordered:

I. Initial Status Conference

Counsel for all parties shall appear for an Initial Status Conference ("ISC") per the Minute Order served concurrently herewith.

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1 Counsel representing a party at the ISC or any other status conference should be fully familiar
2 with the facts as then understood and be able to make binding agreements respecting case
3 management.

4 Parties presently engaged in mediation or who have a secured a date with a mediator for
5 mediation may stipulate to one continuance of the ISC, provided they also agree upon an e-service
6 provider, as set forth in Item 8, below, and include the name of the provider and the date of the
7 mediation in their Stipulation for Continuance. It is expected that parties using this procedure will
8 timely exchange such information as is necessary to have a productive mediation and that the
9 mediation will go forward as scheduled.

10 At the ISC, the Court will discuss case management, set dates for motions, and invite the
11 parties to propose procedures to enhance efficiency and avoid duplicative or unnecessary
12 expenditures of time. Counsel attending shall be prepared to address these issues.

13 At least ten (10) days prior to the ISC, all counsel shall meet, preferably by use of telephone
14 and/or video technology, to discuss case management. Plaintiff's counsel shall take the lead in
15 preparing a joint ISC Statement and ensuring that it is filed at least five (5) court days prior to the
16 ISC. To the extent the parties are unable to agree on a joint submission, each party may separately
17 present a brief statement of its position. If any party who has been served with this Order declines to
18 participate, all other parties shall file an ISC statement.

19 The ISC Statement shall contain the following in the following order:

- 20 1. A succinct description of the facts of the case as then known. In wage and hour cases
21 the nature of the employee's work, the employer's business, and the specific factual
22 bases for claims under the Labor Code shall be provided. Citations to relevant statutes
23 and pending appellate cases that may impact the case shall be provided.
- 24 2. A discussion of any issues of jurisdiction, venue, contractual arbitration/judicial
25 reference that any party intends to raise and the meet and confer efforts to date on
26 these issues. Prior to the ISC any party seeking arbitration shall have provided a copy
27 of the applicable agreement to arbitrate to the opposing party and a decision should
28 have been made as to whether a motion to compel arbitration will be filed. Dates for

any motions involving challenges to jurisdiction, venue, the pleadings, or referrals to arbitration will be set at the ISC.

3. Counsel should address issues such as an agreement to share the cost of class notice/opt out procedures, the adequacy of class representatives, and potential conflicts of interest among class representatives.
4. Whether the action incorrectly identifies the name of any party and whether any party intends to add parties or causes of action by way of amendment, cross-complaint, or the like.
5. The names, addresses, telephone, email, and facsimile numbers of all counsel and the parties they represent.
6. Any basis for the Court's recusal or disqualification.
7. A discussion of the identity of entities or persons other than those shown in the pleadings that may have a significant financial or other interest in the proceedings.
8. A joint recommendation for an e-service provider for inclusion in the Court's order for initiation of e-service. The parties must employ an agreed e-service provider. The parties shall identify the appointed e-service provider in the caption of each filing.
9. A brief description of any related cases pending in other courts or anticipated for future filing.
10. Whether there is insurance coverage for the dispute.
11. A plan to preserve evidence, to deploy a uniform system for identification of documents, and to protect confidentiality by, for example, executing a protective order.
12. A preliminary discovery plan, with dates, reflecting the parties' consideration of phased discovery, e.g., limiting initial discovery to a significant or dispositive issue as a predicate to an important early ruling or meaningful participation in an early mediation. In class actions, the parties should address whether discovery should initially be limited to class certification issues.
13. Where appropriate, the parties should outline a process for managing discovery of

electronically stored information (ESI) by, for example, scheduling a meeting among counsel and the parties' information technology consultants in order to address (1) the information management systems employed by the parties; (2) the location and custodian(s) of information likely to be subject to production (including the identification of network and email servers and hard drives maintained by target custodians); (3) the format in which electronically stored information will be produced; (4) the type of ESI that will be produced, i.e., data files, emails, etc.; and (5) appropriate search criteria for focused requests.

14. Any proposed mechanism for and the timing of mediation and/or mandatory settlement conferences to assist in resolution of the case.
15. Any issues regarding publicity which the Court should consider.
16. Recommended dates and times for trial, filing of motions for class certification, alternative dispute resolution, and deadlines (and proposed briefing schedules) for filing other anticipated motions.
17. A recommended date for the next Status Conference.

II. Reminders And Other Information

1. It is the joint responsibility of counsel to file a joint status conference statement for all status conferences scheduled after the ISC, which statement shall be filed five (5) court days in advance of the status conference.
2. Counsel may secure dates for motions by calling the Courtroom Assistant. Counsel should have jointly discussed any likely contested motion with each other and the Court before it is filed so that, if possible, the matter may be resolved or narrowed by agreement or, if filed, an appropriate briefing schedule is set.
3. Unless otherwise ordered, counsel may appear remotely for all appearances. Please be in a quiet place and note that a party speaking may not hear simultaneous speech in the courtroom. Please speak slowly and pause frequently. Each counsel should advise the others at least 24 hours in advance as to whether an appearance will be remote or in

1 person.

2 4. Any message on the message board for the Court should be joint and neutral in tone.
3 Absent good cause shown no unilateral postings are appropriate.

4 5. In the ordinary course, discovery motions will not be heard without an Informal
5 Discovery Conference (IDC) pursuant to Cal. Code of Civ. Pro. § 2016.080. Counsel
6 may arrange for an IDC by jointly posting a request on the e-service provider's
7 message board. If all counsel are not in agreement, counsel may request an IDC by
8 filing LACIV094. Unilateral requests for IDC by message board are not appropriate.

9 6. Specific direction as to the matters to be provided to the Court for the IDC and the
10 timing of same will be given at the time the IDC is arranged and may vary depending
11 on the nature of the dispute. Unless otherwise ordered, IDC are held by
12 LACourtConnect and off the record.

13 7. It is the responsibility of all counsel to notify the Court promptly of any related case
14 and to secure a ruling thereon. See Cal. Rules of Court, Rule 3.300 et. seq. This
15 responsibility is on-going. A Notice of Related Case may be filed prior to the stay
16 being lifted in this action.

17 8. Posting documents to the e-service provider does not constitute filing a document.
18 See the Minute Order for further terms re e-filing.

19 9. Counsel desiring a protective order should consult the model on the court's website
20 and provide a redlined copy if deviations are made from same. See "Helpful Guidance
21 From the Complex Litigation Judges" on the Complex Litigation webpage link
22 provided in the Minute Order.

23 10. Any future stay ordered by the Court for purposes of case management is not a stay
24 under Code of Civil Procedure § 583.310 unless the Court so orders.

25 11. The dismissal of a class action requires court approval. Cal. Rules of Court, Rule
26 3.770(a). Counsel must submit a declaration setting forth, among other things, the
27 reasons why a party seeks a dismissal in a class action and any and all consideration
28 given in exchange for the dismissal.

12/24/2024 3:03 PM

12. Settlement of claims filed under the Private Attorney General Act (PAGA) (whether or not filed as part of a class action) require notice to the Labor and Workforce Development Agency. Labor Code § 2699 (l)(2). A noticed hearing, with proof of service to LWDA and a proposed Order, is required to secure approval of the settlement of a PAGA claim. Settlements that include dismissal of a PAGA claim require that the Court be advised of the specific terms of any release of the PAGA claim and the consideration, if any, for same.
13. To obtain approval of a class action settlement, the parties should consult the Guidelines for Motions for Preliminary and Final Approval posted on the court's website under Tools for Litigators, as well as the posted model settlement agreements. See the link to same in the Minute Order served concurrently herewith.

III. Notice of the ISC Order

Plaintiff's counsel shall serve this Initial Status Conference Order on all defense counsel, or if counsel is not known, on each defendant and file a Proof of Service with the court within seven (7) days of the date of this Order. If the Complaint has not been served as of the date of this Order, plaintiff(s) must serve the Complaint, along with a copy of this Order, within five (5) days of the date of this Order.

Once served, each as yet non-appearing defendant shall file a Notice of Appearance (identifying counsel by name, firm name, address, email address, telephone number and fax number). The filing of a Notice of Appearance is without prejudice to (a) any jurisdictional, substantive or procedural challenge to the Complaint, (b) any affirmative defense, and (c) the filing of any cross-complaint in this action.

DATED: 12/24/2024


LAURA A. SEIGLE
Judge of the Los Angeles Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 17

24STCV33113

December 24, 2024

**AVIVA COPAKEN, ON BEHALF OF HERSELF AND ALL
OTHERS SIMILARLY SITUATED vs SHAKE SHACK INC.,**

11:12 AM

Judge: Honorable Laura A. Seigle
Judicial Assistant: Renika Lindsey
Courtroom Assistant: Valerie Gaytan

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re: Complex Determination

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 03/07/2025 at 09:00 AM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 17

24STCV33113

December 24, 2024

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11:12 AM

Judge: Honorable Laura A. Seigle
Judicial Assistant: Renika Lindsey
Courtroom Assistant: Valerie Gaytan

CSR: None
ERM: None
Deputy Sheriff: None

Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act ("PAGA") claim.

For information on electronic filing in the Complex Courts, please refer to <https://www.lacourt.org/division/efiling/efiling2.aspx#civil>. See, in particular, the link therein for "Complex Civil efiling." Parties shall file all documents in conformity with the Presiding Judge's First Amended General Order of May 3, 2019, particularly including the provisions therein requiring Bookmarking with links to primary documents and citations; that Order is available on the Court's website at the link shown above.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

The court has implemented LACourtConnect to allow attorneys, self-represented litigants and parties to make audio or video appearances in Los Angeles County courtrooms. LACourtConnect technology provides a secure, safe and convenient way to attend hearings remotely. A key element of the Court's Access LACourt YOUR WAY program to provide services and access to justice, LACourtConnect is intended to enhance social distancing and change the traditional in-person courtroom appearance model. See <https://my.lacourt.org/laccwelcome> for more information.

This Complex Courtroom does not use Los Angeles Superior Court's Court Reservation ("CRS") portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the "xx" being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court's website for information on how to make such a request in a timely manner. <https://www.lacourt.org/irud/UI/index.aspx>

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

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Courtroom Assistant: Valerie Gaytan

CSR: None
ERM: None
Deputy Sheriff: None

Counsel are directed to access the following link for further information on procedures in the Complex litigation Program courtrooms: <https://www.lacourt.org/division/civil/CI0042.aspx>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 12/24/2024 David W. Slayton, Executive Officer / Clerk of Court By: _____ R. Lindsey Deputy
PLAINTIFF/PETITIONER: Aviva Copaken	
DEFENDANT/RESPONDENT: Shake Shack Inc.	
CERTIFICATE OF MAILING	CASE NUMBER: 24STCV33113

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Complex Determination) of 12/24/2024, Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Jeffrey D. Kaliei
Kaliel Gold PLLC
490 43rd Street
No. 122
Oakland, CA 94609

David W. Slayton, Executive Officer / Clerk of Court

Dated: 12/24/2024

By: R. Lindsey
Deputy Clerk

EXHIBIT 4

EXHIBIT 5

CASE INFORMATION

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

Case Number: 24STCV33113
AVIVA COPAKEN, ON BEHALF OF HERSELF AND ALL OTHERS SIMILARLY SITUATED VS SHAKE SHACK INC.,
Filing Courthouse: Spring Street Courthouse
Filing Date: 12/16/2024
Case Type: Other Commercial/Business Tort (not fraud/ breach of contract) (General Jurisdiction)
Status: Pending

[Click here to access document images for this case](#)
If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

FUTURE HEARINGS

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

03/07/2025 at 09:00 AM in Department 17 at 312 North Spring Street, Los Angeles, CA 90012
Initial Status Conference

PARTY INFORMATION

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

COPAKEN AVIVA - Plaintiff
KALIEL JEFFREY D. - Attorney for Plaintiff
SHAKE SHACK INC. - Defendant

DOCUMENTS FILED

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

Documents Filed (Filing dates listed in descending order)
02/03/2025 Notice and Acknowledgment of Receipt
Filed by Aviva Copaken (Plaintiff)
12/24/2024 Initial Status Conference Order
Filed by Clerk
12/24/2024 Certificate of Mailing for ((Court Order Re: Complex Determination) of 12/24/2024, Initial Status Conference Order)
Filed by Clerk
12/24/2024 Minute Order ((Court Order Re: Complex Determination))
Filed by Clerk
12/16/2024 Notice of Case Assignment - Unlimited Civil Case
Filed by Clerk

- 12/16/2024 Alternative Dispute Resolution Packet
Filed by Clerk
- 12/16/2024 Summons (on Complaint)
Filed by Aviva Copaken (Plaintiff)
- 12/16/2024 Civil Case Cover Sheet
Filed by Aviva Copaken (Plaintiff)
- 12/16/2024 Declaration (of Jeffrey D. Kaliel re Proper Venue [Cal. Civ. Code § 1780(d)])
Filed by Aviva Copaken (Plaintiff)
- 12/16/2024 Class Action Complaint
Filed by Aviva Copaken (Plaintiff)

PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Proceedings Held (Proceeding dates listed in descending order)

12/24/2024 at 11:12 AM in Department 17, Laura A. Seigle, Presiding
Court Order

REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

- 02/03/2025 Notice and Acknowledgment of Receipt; Filed by: Aviva Copaken (Plaintiff); As to: Shake Shack Inc. (Defendant)
- 12/24/2024 Initial Status Conference scheduled for 03/07/2025 at 09:00 AM in Spring Street Courthouse at Department 17
- 12/24/2024 The case is placed in special status of: Deemed Complex
- 12/24/2024 The case is placed in special status of: Stay - Deemed Complex
- 12/24/2024 Initial Status Conference Order; Filed by: Clerk
- 12/24/2024 Minute Order (Court Order Re: Complex Determination)
- 12/24/2024 Certificate of Mailing for (Court Order Re: Complex Determination) of 12/24/2024, Initial Status Conference Order; Filed by: Clerk
- 12/24/2024 The case is removed from the special status of: Provisionally Complex ? Case Type
- 12/17/2024 Case assigned to Hon. Laura A. Seigle in Department 17 Spring Street Courthouse
- 12/16/2024 Class Action Complaint; Filed by: Aviva Copaken (Plaintiff); As to: Shake Shack Inc. (Defendant)
- 12/16/2024 Declaration of Jeffrey D. Kaliel re Proper Venue [Cal. Civ. Code § 1780(d)]; Filed by: Aviva Copaken (Plaintiff); As to: Shake Shack Inc. (Defendant)
- 12/16/2024 Civil Case Cover Sheet; Filed by: Aviva Copaken (Plaintiff); As to: Shake Shack Inc. (Defendant)
- 12/16/2024 Summons on Complaint; Issued and Filed by: Aviva Copaken (Plaintiff); As to: Shake Shack Inc. (Defendant)
- 12/16/2024 Alternate Dispute Resolution Packet; Filed by: Clerk
- 12/16/2024 Notice of Case Assignment - Unlimited Civil Case; Filed by: Clerk
- 12/16/2024 The case is placed in special status of: Class Action
- 12/16/2024 The case is placed in special status of: Provisionally Complex ? Case Type